

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CASE NO.: 13-65677-JRS
)	
ZAKARYAH BEN-YISRAEL,)	CHAPTER: 7
Debtor.)	
)	
ASSOCIATED CREDIT UNION,)	
Movant)	
)	
vs.)	
)	
ZAKARYAH BEN-YISRAEL,)	
Respondent)	
)	
and)	
)	
NEIL C. GORDON,)	
Trustee.)	

MOTION TO LIFT AUTOMATIC STAY

NOW COMES ASSOCIATED CREDIT UNION ("ACU"), a creditor and Movant in this proceeding and respectfully shows this Court as follows:

1.

The Debtor filed a petition for relief under Chapter 7 of the United States Bankruptcy Code. The Bankruptcy Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 157 and 11 U.S.C. § 362.

2.

ACU retains a security interest in a 2012 Chrysler Town & Country, Vehicle Identification No. 2C4RC1BG2CR187086 ("Vehicle") by virtue of a Note, Security Agreement and Certificate of Title, copies of which are attached hereto as Exhibit "A". The total balance owed to ACU is approximately \$24,417.66.

3.

The Debtor has failed to make payments to ACU and the loan secured by the Vehicle is in default. The automatic stay should be terminated for cause.

4.

The Debtor's statement of intention indicates the Debtor intends to reaffirm the debt owed ACU. However, the Debtor failed to execute the reaffirmation agreement. The automatic stay should be terminated for cause.

5.

There is no equity in the Vehicle and it is not necessary for the adequate reorganization of the Debtor.

6.

The Vehicle is burdensome to the estate and of inconsequential value and the 14-day requirement pursuant to F.R.B.P. 4001(a)(3) should be waived.

WHEREFORE, ACU prays the automatic stay, pursuant to 11 U.S.C. § 362, be lifted to permit ACU to proceed against the 2012 Chrysler Town & Country, Vehicle Identification No. 2C4RC1BG2CR187086 and this Court grant such other and further relief as it deems just and proper.

RESPECTFULLY SUBMITTED this 27th day of September, 2013.

/s/ Michael B. Pugh
MICHAEL B. PUGH
Georgia State Bar No. 150170

For the Firm of
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
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Attorneys for Associated Credit Union

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Respondent)	
)	
and)	
)	
NEIL C. GORDON,)	
Trustee.)	

NOTICE OF ASSIGNMENT OF HEARING

NOTICE IS HEREBY GIVEN that a Motion to Lift Automatic Stay has been filed in the above-captioned case. In the event a hearing cannot be held within thirty (30) days from the filing of the Motion to Lift Automatic Stay as required by 11 U.S.C. § 362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by signature below. ***The undersigned consents to the automatic stay remaining in effect with respect to Movant until the Court orders otherwise.***

A hearing will be held on October 15, 2013 at 1:30 p.m., Courtroom 1404, U.S. Courthouse, 75 Spring Street S.W., Atlanta, Georgia.

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificated stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. You must also mail a copy of your response to the undersigned at the address stated below.

This 27th day of September, 2013.

/s/ Michael B. Pugh
MICHAEL B. PUGH
Georgia State Bar No. 150170

For the Firm of
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Attorneys for Associated Credit Union

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing Motion to Lift Automatic Stay and Notice of Hearing upon the Debtor, Zakaryah Ben-Yisrael, 1259 Jordan Road, Powder Springs, Georgia 30127; Debtor's Attorney, Shelley A. Elder, Elder Law Firm, PLLC, 1558 Ridenour Parkway, NW., Kennesaw, Georgia 30152; and the Chapter 7 Trustee, Neil C. Gordon Arnall, Golden & Gregory, LLP, Suite 2100, 171 17th Street, NW., Atlanta, Georgia 30363, with a copy of same in an envelope with adequate postage affixed thereon to insure delivery by United States Mail. This 27th day of September, 2013.

/s/ Michael B. Pugh
MICHAEL B. PUGH
Georgia State Bar No. 150170

For the Firm of
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40 Technology Parkway South, Suite 300
Norcross, Georgia 30092
(770) 925-0111



VEHICLE IDENTIFICATION NUMBER		MAKE		YEAR		TYPE OF BODY		MODEL		TOWN & COUNTRY		CYL		DATE ISSUED		CURRENT TITLE NUMBER		DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE	
2C48C1B62C81870862		CHRYSLER		2012		VAN						6		09/13/2012		771268122551904			
DATE OF REGISTRATION		FUEL		NEW OR USED		ODOMETER		PREVIOUS TITLE NBR / STATE OF ISSUE		NBR OF LIENS		COLOR		GRAY / GRV					
01/20/2012		FLEXIBLE		NEW		004300		779882120448001		1		GRAY							
ZAKARYAH BEN-YISRAEL 1259 JORDAN RD POWDER SPGS GA 30127-1005																			
1ST LIEN OR SECURITY INTEREST ASSOCIATED CREDIT UNION 6251 CROOKED CREEK RD NORCROSS GA 30092-3107																			
2ND LIEN OR SECURITY INTEREST																			
3RD LIEN OR SECURITY INTEREST																			
DATE OF RELEASE, SECURITY INTEREST HOLDER, AUTHORIZED AGENT BY _____ BY _____ BY _____																			
RETURN OF THE NON-SECURITY INTEREST																			
The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.																			
031632716																			
STATE REVENUE COMMISSIONER																			

SEP 20 2012

Georgia Certificate of Title

5



6241 Crooked Creek Road
Nevada, Georgia 30092-3107
(770) 448-8200
www.associatedcu.org



Open-End Plan Signatures PLUS

PLEASE NOTE:

- Sign on signature line
- Return completed form to credit union
- An incomplete or unsigned form may delay processing

BORROWER 1 NAME ZAKARYAH BEN YISRAEL

ACCOUNT NUMBER 7

BORROWER 2 NAME

ACCOUNT NUMBER

CREDIT AND SECURITY AGREEMENT

This LOANLINER Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as "the Plan." The Plan documents include this agreement and an Addendum. "You," "your" and "borrower" mean any person who signs the Plan. "Credit union," "we," "our" and "us" mean the Credit Union whose name appears on the Plan or anyone to whom the Credit Union transfers its rights under the Plan.

1. HOW THIS PLAN WORKS -- This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

2. CREDIT LIMIT -- We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

3. REPAYMENT -- You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint sharedraft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the sharedraft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

4. PLAN ACCESS -- You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a sharedraft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

5. FINANCE CHARGE -- The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.


6. SECURITY -- You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have


(Continued on next page)

SIGNATURES

1. You have received and read the LOANLINER Credit Agreement or LOANLINER Credit/Security Agreement including the Addendum ("Agreement") and Borrower Copy of the LOANLINER Credit/Security Agreement PLUS and Voluntary Payment Protection. For Credit Insurance only, you understand that enrollment applies to all accounts under the Agreement. By signing below you agree to be bound by the terms of the Agreement.

2. You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure what you owe under the LOANLINER Credit Agreement or LOANLINER Credit/Security Agreement. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.


BORROWER 1 SIGNATURE (SEAL) DATE


BORROWER 2 SIGNATURE (SEAL) DATE

Associated Credit Union	ZAKARYAH BEN YISRAEL	Date 3/30/2012
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CREDIT AND SECURITY AGREEMENT (continued)

with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as "New Vehicles") you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as "Other Secured" means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

7. VOLUNTARY PAYMENT PROTECTION -- We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

8. PERIODIC STATEMENT -- On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

9. JOINT ACCOUNTS -- If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy and procedure requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint account holder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

10. FEES AND CHARGES -- If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

11. UPDATING CREDIT INFORMATION -- You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information per credit union's policies and procedures.

12. DEFAULT -- *The following paragraph applies to borrowers in Idaho, Kansas, Maine and state chartered credit unions lending to South Carolina borrowers:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following paragraph applies only to borrowers in Wisconsin: You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe or materially impairs the condition, value, or protection of or our right in any property you gave as security.

The following paragraph applies only to borrowers in Iowa: You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to South Carolina borrowers: You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it.

13. ACTIONS AFTER DEFAULT -- *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and state chartered credit unions lending to South Carolina borrowers:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

The following paragraph applies to federally chartered credit unions lending to South Carolina borrowers and to borrowers in all other states except Wisconsin and Louisiana: When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

The following paragraphs apply to borrowers in all states except Wisconsin and Louisiana: If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum.

If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the section above called "Security". We can also exercise any other rights given by law when you are in default.

(Continued on next page)

Associated Credit Union

ZAKARYAH BEN YISRAEL

Date 3/30/2012

CREDIT AND SECURITY AGREEMENT (continued)

You agree the Credit Union has the right to take possession of any property given as security under the Plan, without judicial process, if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available for you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

You must pay any amount that remains unpaid after the sale money has been applied to any unpaid balance under the Plan. You agree to pay interest on that amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount has been paid.

The following paragraph applies only to Wisconsin borrowers: When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of property given as security. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process or any other method authorized by applicable law. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes. You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

The following paragraph applies only to Louisiana borrowers: When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable rate unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

14. CANCELLING OR CHANGING THE PLAN -- The following paragraph applies only to state chartered credit unions lending to Illinois borrowers: We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

16. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS -- The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

(Continued on next page)

CREDIT UNION COPY

FILED
FLEXIBLE AGREEMENT FORM
13-0079-0

DATE _____

DATE _____

x

X

SIGNATURES:

LOAN OFFICER COMMENTS:

3/29/2012

DATE	X	APPROVED
		DENIED

APPROV
LIMITS.

ED SIGNATURE

LINE OF CREDIT

OTHER

OTHER

11

FOR CREDIT UNION USE ONLY

[illegible]

CREDIT AND SECURITY AGREEMENT (continued)

Associated Credit Union

ZAKARYAH BEN YISRAEL

Date 3/30/2012